

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FLEXTRONICS DA AMAZÔNIA LTDA.,
FLEXTRONICS TECNOLOGIA DO BRASIL
LTD., AND FLEXTRONICS INDUSTRIES
SINGAPORE LTD.,

Plaintiffs,

- against -

CRW PLASTICS USA, INC.,

Defendant.

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21 Civ. 3863 (LLS)

DEFAULT JUDGMENT

WHEREAS, on April 30, 2021, plaintiffs Flextronics da Amazônia LTDA, Flextronics Tecnologia do Brasil LTD, and Flextronics Industries Singapore LTD (collectively, "Plaintiffs" or "Flex") commenced this action by filing of the Complaint against defendant CRW Plastics USA, Inc. ("Defendant" or "CRW USA").

WHEREAS, on May 6, 2021, a copy of the Summons and Complaint was personally served on CRW USA by personal service on Camila Cordioli, a person authorized to accept service on its behalf, at CRW USA's offices at 5775 Brighton Pines Ct, Howell, MI 48843, and proof of service was filed on May 14, 2021.

WHEREAS, CRW USA failed to respond to the Complaint within the twenty-one days allotted by the Federal Rules of Civil Procedure.

WHEREAS, on July 23, 2021, the Clerk of Court entered a Certificate of Default in this matter as to CRW USA.

WHEREAS, on October 3, 2022, this Court initially denied Plaintiffs' Motion for Default Judgment due to lack of personal jurisdiction over CRW USA.

WHEREAS, on November 30, 2023, the Court of Appeals reversed this Court's denial of judgment by default and held that the forum selection clause in the Parent Guaranty Agreement is mandatory and provides a basis for personal jurisdiction over CRW USA.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiffs shall have judgment entered as follows:

1. Pursuant to the Purchase Agreement, Defendant CRW USA agreed and is obligated to guaranty Purchasers' payment obligations under the Purchase Agreement, the Lease Agreement and the Late Payment Agreement, including all rental payments and other amounts currently due and owing or hereafter arising;

2. Pursuant to the Parent Guaranty, Defendant CRW USA absolutely and unconditionally guaranteed payment when due of Purchasers' payment obligations under the Purchase Agreement, the Lease Agreement, and the Late Payment Agreement;

3. Each of the Parent Guaranty, Purchase Agreement, Lease Agreement and Late Payment Agreement are valid and enforceable;

4. Purchasers have defaulted on their obligations under the Lease Agreement and Late Payment Agreement by failing to make payments which are due and owing;

5. Defendant CRW USA has breached the Parent Guaranty by

failing to guaranty payment when due of Purchasers' obligations under the Lease Agreement and the Late Payment Agreement.

This case is respectfully referred to Magistrate Judge Jennifer Willis for an inquest and report and recommendation on the proper amount of damages, attorneys' fees, costs and disbursements.

So ordered.

Dated: New York, New York
March 29 2024

Louis L. Stanton
LOUIS L. STANTON